



## CITY OF ROANOKE OFFICE OF THE CITY MANAGER

Noel C. Taylor Municipal Building  
215 Church Avenue, S.W., Room 364  
Roanoke, Virginia 24011-1591

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City Web: [www.roanokeva.gov](http://www.roanokeva.gov)

December 5, 2005

Honorable C. Nelson Harris, Mayor  
Honorable Beverly Fitzpatrick, Jr., Vice Mayor  
Honorable M. Rupert Cutler, Council Member  
Honorable Alfred T. Dowe, Jr., Council Member  
Honorable Sherman P. Lea, Council Member  
Honorable Brenda L. McDaniel, Council Member  
Honorable Brian J. Wishneff, Council Member

Dear Mayor Harris and Members of City Council:

Subject: Performance Agreement for  
an Economic Development Grant:  
Faison-Southern Lane, LLC

The City and Faison-Southern Lane, LLC (FSL), the developer of property located along US Route 220/Franklin Road (across from Lowe's), have negotiated an annual Economic Development Grant Performance Agreement. The Economic Development Grant will be funded by the City, but issued and administered through the Industrial Development Authority of the City of Roanoke, Virginia (IDA). Such grant would assist in the provision of necessary infrastructure to make the site developable including a heightened level of water quality improvements to the site's stormwater system and enhanced aesthetic finishes to certain retaining walls built adjacent to Franklin and Griffin Roads. The grant would also assist in the provision a new street extension with sidewalks, landscaping, street lighting, and related storm water improvements which will be dedicated to the City with connections to the Southern Hills neighborhood. In addition, FSL will fund the provision of a pad for the construction of a Home Depot retail store, all related pad infrastructure improvements, and facilitate the development of two retail outparcels. The project will provide additional tax revenue, jobs, and services to and benefit the citizens of the City and the Roanoke Valley in addition to being an economic benefit to the City.

### Consideration:

The proposed Agreement outlines the obligations of FSL in order to qualify for and receive the grant. A copy of the proposed Agreement is attached to this letter. Some of the main provisions provide FSL must

complete the road extension with the connection to Southern Hills within 18 months after the date of the Agreement. Within 30 months after the date of the Agreement, a Home Depot retail facility will be opened to the public for business. FSL will have spent or caused to have been spent at least \$4,500,000 on the development of the Project, including at least \$1,768,825 on the street extension and related infrastructure improvements and enhancements as detailed in the Agreement.

After the Home Depot store is opened, FSL can make up to ten (10) annual grant requests to the IDA under certain conditions. The various tax revenues, as listed in the Agreement, the City actually receives for the Property or Project must exceed \$400,000 for the preceding grant year. If so, then FSL may make a grant request to the IDA for up to an amount equal to 50% of the amount of revenue the City actually received during the preceding grant year, subject to certain other provisions as set forth in the Agreement. However, the maximum amount of all grant funds FSL may receive shall not exceed \$1,768,825.

The Agreement requires FSL to provide the City and the IDA appropriate supporting documentation for each grant request. Funding for each annual grant request will be subject to appropriation by the City Council to the IDA.

Recommended Action:

Approve the terms of the Performance Agreement among the City, FSL, and the IDA, as set forth in the attachment to this letter, and determine such grant will promote economic development within the City.

Authorize the City Manager to execute a Performance Agreement among the City, FSL, and the IDA, substantially similar to the one attached to this letter, and to execute such other documents and take such further action as may be necessary to implement and administer such Performance Agreement, with the form of such Agreement to be approved by the City Attorney.

Respectfully submitted,



Darlene L. Burgham  
City Manager

Honorable C. Nelson Harris, Mayor

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December 5, 2005

Attachment

cc: William M. Hackworth, City Attorney  
Jesse A. Hall, Director of Finance  
Mary F. Parker, City Clerk  
Rolanda Russell, Assistant City Manager for Community  
Development  
Brian Townsend, Director, Planning Building & Economic  
Development  
James F. Douthat, Attorney, Woods, Rogers  
Dennis Cronk, Chairman, Industrial Development Authority  
Harwell M. Darby, Attorney, Industrial Development Authority

CM05-00179

## **PERFORMANCE AGREEMENT**

This Performance Agreement (Agreement) is dated \_\_\_\_\_, 2005, by and among the City of Roanoke, Virginia, a municipal corporation (City), Faison-Southern Lane, LLC, a North Carolina Limited Liability Company (FSL), and the Industrial Development Authority of the City of Roanoke, Virginia, an industrial development authority organized and existing under the laws of the Commonwealth of Virginia (IDA),

### **WITNESSETH:**

WHEREAS, FSL has proposed a development of certain property located along Southern Hills Drive, consisting of tax map numbers 5470102, 5470103, 5470104, 5470108, 5470109, 5470110, 5470111, 5470112, 5470113, 5470114, 5470115, 5480701, 5480704, 5480717 and 5480718 (Property), on which FSL will construct a pad (Pad) for a Home Depot retail facility (Facility) and will also create outparcels;

WHEREAS, the City recognizes the development of the Property will require significant cost for site development to attract substantial retail activity;

WHEREAS, FSL intends to develop the Property by constructing streets, developing commercial sites and a Pad, and by leasing such Pad for the Facility, together with associated infrastructure, for businesses on the Property (Project). A drawing showing the Property, including outparcels, and the Project is attached hereto and made a part hereof as Exhibit A;

WHEREAS, a public road extension of Griffin Road (Road Extension) is needed to provide better access to the Facility and to the Southern Hills neighborhood;

WHEREAS, FSL will construct such Road Extension in substantial conformity to that shown on Exhibit A and upon completion will dedicate such extension to the City, subject to the City's acceptance of the same;

WHEREAS, FSL has indicated such Road Extension will allow for a significant investment to be made in the Facility and for the Project;

WHEREAS, FSL has requested economic development grants through the IDA to assist in the cost of the Road Extension and other infrastructure, but not for the Facility;

WHEREAS, the City and the IDA desire that the Project proceed and have determined that such Project will promote economic development within the City and within the Roanoke Valley. Such Project will provide additional tax revenue and services to benefit the citizens of the City and the Roanoke Valley;

WHEREAS, the IDA, based on the undertakings of FSL, has determined to make an annual economic development grant for a specified period to FSL from funds to be provided to the IDA by the City, all in accordance with the terms of this Agreement; and

WHEREAS, the parties wish to reduce to writing the understanding of the parties concerning this matter.

NOW, THEREFORE, the parties, in consideration of the promises and obligations contained herein, mutually agree as follows:

**SECTION 1. IDA ECONOMIC DEVELOPMENT GRANT.**

Subject to the terms of this Agreement, the IDA will make up to 10 annual Economic Development Grants (Grant), the total of which shall not exceed \$1,768,825.00 to FSL in order to assist with the development of the infrastructure for the Project for the purposes of promoting economic development in the City and the Roanoke Valley. The IDA's obligations hereunder are not general obligations of the IDA, but are special obligations of the IDA limited to those funds which are provided by the City and received by the IDA under the terms set forth herein.

**SECTION 2. OBLIGATIONS OF FSL.**

FSL agrees and promises that in order to qualify to receive and to continue to receive the Grant for each grant year (as defined in this Agreement), FSL will do or provide each of the following:

- A. Within 18 months after the date of this Agreement, complete construction of the Road Extension and ensure such Road Extension meets the applicable standards and requirements of the City and/or the Virginia Department of Transportation and complete dedication of such Road Extension to the City, subject to the City's acceptance of such Road Extension. Such Road Extension will connect with Southern Hills Drive, Griffin Road, Roy Drive, Southern Lane and U.S. Route 220 – Franklin Road as shown in Exhibit A.
- B. Provide a letter of credit or performance security in a form acceptable to the City's Planning, Building and Economic Development Department and the IDA to guarantee the proper construction of and workmanship on the Road Extension and all other improvements in the public right-of-way for a period of one year from the date of acceptance of such Road Extension by the City.
- C. Within 30 months after the date of this Agreement, a Home Depot U.S.A., Inc., a Delaware Corporation, (HD) retail facility (Facility) will be opened to the public for business on the Property and will be developed and constructed in substantial conformity to the proffers accepted in Ordinance number 37159-081505, adopted August 15, 2005, and any subsequent amendments adopted by City Council.

- D. FSL shall enter into a 10 year or longer base lease with HD for HD to operate such retail Facility on the Property. FSL will provide sufficient documentation to the City and IDA of such lease agreement.
- E. 1. Within 30 months after the date of this Agreement, FSL will have spent or caused to have been spent at least \$4,500,000.00 on the development of the Project as contemplated in Ordinance No. 37159-081505, adopted August 15, 2005 and any subsequent amendments to that ordinance adopted by City Council. The \$4,500,000.00 will include the cost of items shown on Exhibit B attached hereto and made a part hereof, together with architectural, engineering and legal fees related thereto and all permits, licenses, water and sewer impact fees and off site improvements directly required for the development. However, the cost to purchase the Property and the vertical building improvements on the Pad, which will constitute the Facility, shall not be part of the required expenditure of the \$4,500,000.00. Either the IDA or the City may request FSL in writing for documentation of the expenditure of the \$4,500,000.00 and, if so, FSL will provide such documentation within 30 days of any such written request.
2. As part of the \$4,500,000.00 expenditure, the amount of \$1,768,825.00 must be spent or caused to have been spent by FSL for the items set forth in Exhibit C attached hereto and made a part hereof. FSL shall provide verification of the expenditures for such items, and their related costs, referenced in Exhibit C by submitting invoices, statements and/or other documents and information to evidence the expenditures incurred and as listed on Exhibit C, which information shall be provided at 12 month intervals from the date of this Agreement.
3. Verification of expenditures submitted by FSL shall be sufficient to allow the IDA and the City to determine if FSL has met the expenditure requirements of Exhibit C and, if requested, Exhibit B. If the information submitted by FSL for verification of the expenditures of either Exhibit B or C is not sufficient to evidence such expenditure, either the IDA or the City may request further documentation, which will be provided by FSL within 30 days of receipt of the request for further documentation. All of the documents or information produced by FSL to verify such costs or expenditures shall be provided to the City and the IDA without cost or charge to either the City or the IDA.
4. Although specific items listed in Exhibit B and Exhibit C will have an estimated cost, as long as the total expenditures for the items set forth in Exhibit B amount to \$4,500,000.00 or more, and the total expenditures for the items set forth in Exhibit C amount to

\$1,768,825.00 or more, the required expenditures by FSL for each respective Exhibit will have been met.

- F. FSL will file all appropriate and applicable real estate tax and other tax forms or notices with the City, ensure it has received assessments from the City for such taxes, and FSL will have paid all such taxes to the City and not claimed any exemptions from real estate taxes or other taxes for any periods of time for which Grant funds are requested. FSL will also try to ensure that HD and any occupants of any outparcels file and pay all applicable taxes and fees to the City.

### **SECTION 3. ECONOMIC DEVELOPMENT GRANT.**

Subject to the conditions as set forth in this Agreement, the IDA will provide certain Grant funds, limited to those funds which are received by the IDA from the City, as set forth below, to FSL, in order to assist with the development of the Property and associated infrastructure for the Project as follows:

- A. At the option of FSL, it may request a yearly Grant for (i) the grant year starting as of July 1, prior to the date the HD Facility opens to the public (which will be a short year) or (ii) the grant year after the HD Facility opens to the public, provided FSL must submit a request to the IDA each year for such a Grant and provide the IDA sufficient documentation as to FSL's compliance with this Agreement. For purposes of this Agreement, a "grant year" means July 1 through June 30 (for example, if HD opens on January 15, 2007, FSL may select as the first grant year the period beginning (i) July 1, 2006, to June 30, 2007, or (ii) July 1, 2007, to June 30, 2008).
- B. Such Grant may be requested for a maximum of 10 consecutive years, which will include the first Grant request. Furthermore, if no Grant request is made for the grant year mentioned above, such 10 consecutive year period shall be deemed to start to run from the grant year after the HD Facility opens and end 10 years thereafter. The 10 year period continues to run whether or not a Grant request is made for any particular year. All Grant requests must be submitted to the IDA between the period of September 1 and December 1, for the preceding grant year or no Grant will be considered or given for that particular year. For example, if FSL wants to make a request for the grant year of July 1, 2006, to June 30, 2007, FSL must do so between September 1, 2007, and December 1, 2007. Also, in such an example the 10 consecutive years for which a grant could be requested would be July 1, 2006, through June 30, 2016. The City will cooperate with FSL by providing public information relevant to tax revenue received from the Property or the Project.
- C. Subject to the provisions of this Agreement, the amount of each Grant request can be up to an amount equal to 50% of the amount of revenue the City

actually received during the preceding grant year from the Property, the HD Facility on the Property, any outparcels on the Property, and any taxes directly related to any businesses conducted on such outparcels, subject to the limit set forth herein, directly resulting from the Property or Project and coming from real estate taxes, the City's portion of general sales tax (currently the local option is 1%), professional and occupational license tax, tangible personal property tax (inclusive of tangible personal property used in business), and prepared food and beverage tax. Any new local tax or increase in the rate of any of the aforementioned taxes for the purpose of dedicating the incremental revenue for a specific project or purpose shall be excluded from such amount of tax revenue resulting from the Property or Project. In no event shall any request be made or granted if the above total revenue for any specific grant year is less than \$400,000.00. Furthermore, there shall be no carryover from one grant year to the next for any funds from the prior year or years or for purposes of determining the revenue for any grant year. Each grant year must be looked at separately to see if the requirements for a Grant request have been met. Provided further, for the first grant year, if the sales tax revenue to the City from the Home Depot Store located at 3217 Hershberger Road in the City declines from the total sales tax amount received by the City in the last full City fiscal year before the new HD Facility opens, 1% of the amount of such difference of the total revenue from the Hershberger Road Home Depot Store for that year shall be deducted from the total revenue from the Property and Project for the first grant year. For the second grant year, if the sales tax revenue to the City from the Hershberger Road Home Depot Store declines from the total sales tax amount received by the City in the last full City fiscal year before the new HD Facility opens, 1% of the amount of such difference of the total revenue from the Hershberger Road Home Depot Store for that year shall be deducted from the total revenue from the Property and Project for the second grant year. FSL shall provide the City sufficient documentation to establish the above sales amount for the Hershberger Road Home Depot Store.

- D. The maximum amount of all Grant funds FSL may receive under this Agreement shall in no event exceed a total of \$1,768,825.00. Once this maximum amount is paid to FSL, FSL may not make any further Grant requests and no further Grant requests will be considered.
- E. By Way of Example only, assuming FSL has complied with its obligations under this Agreement, if the HD Facility opens on January 1, 2007, and FSL selects the short grant year, it would run from July 1, 2006, through June 30, 2007. If FSL wants to make a Grant request it must deliver such request to the IDA between September 1 and December 1, 2007. FSL must show that the total amount of revenue the City actually received from the taxes referred to in the Agreement for the period of July 1, 2006, through June 30, 2007, amounted to over \$400,000.00, not including the deductions mentioned in the



Agreement. Then the following examples would apply, with some of the examples modifying some of the above assumptions:

1. This example would apply for both grant years 1 and 2:

Total applicable revenue received by the City	-	\$402,000.00
Deduction for drop in sales from Home Depot Store on Hershberger Rd (Gross sales drop of \$5,000,000 x 1%) (Note: If gross sales drop is different for the second grant year, this amount would change.)	-	<u>\$ 50,000.00</u>
Amount of Qualified Revenue		\$352,000.00

Since this amount is below the \$400,000.00 minimum required by the Agreement, no Grant request should be made and no Grant request would be approved. However, this would be considered the first grant year of the total of 10 years for which a Grant request can be made.

2. This example would apply for both grant years 1 and 2:

Total applicable revenue received by the City	-	\$425,000.00
Deduction for drop in sales from Home Depot Store on Hershberger Rd (Gross sales drop of \$500,000 x 1%) (Note: If gross sales drop is different for the second grant year, this amount would change.)	-	<u>\$ 5,000.00</u>
Amount of Qualified Revenue		\$420,000.00

Since this amount is over the required \$400,000.00 minimum required by the Agreement, FSL could request a grant amount equal to 50% of the above amount of \$420,000.00, which would equal a \$210,000.00 Grant request.

3. This example would apply to each grant year after the first two grant years:

Amount of qualified revenue received by the City	-	\$395,000.00
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Since this is below the \$400,000.00 minimum required by the Agreement, no Grant request should be made and no Grant request would be approved. However, even though no Grant request would be made or approved, this year will be considered as one of the 10 consecutive years for which a Grant request could be made.

4. This example would apply to each grant year after the first two grant years:

Amount of qualified revenue received by the City - \$1,200,000.00

Since this amount is over the \$400,000.00 minimum required by the Agreement, FSL could request a Grant amount equal to 50% of the above amount of \$1,200,000.00, which would equal a \$600,000.00 Grant request.

#### **SECTION 4. DISTRIBUTION OF GRANT FUNDS.**

Upon FSL's compliance with the obligations set forth in this Agreement, FSL may request in writing that the IDA obtain and provide the Grant funds mentioned above in accordance with the terms of this Agreement. Such request must be accompanied by sufficient documentation to establish to the reasonable satisfaction of the IDA and the City FSL's compliance with the obligations set forth in this Agreement. Upon receipt of such request, and approval by the IDA (approved request), the IDA will forward the approved request to the City Manager and Director of Planning, Building, and Economic Development. The written Grant request(s) from FSL to the IDA will be on a form approved by the IDA's counsel, such approval not to be unreasonably withheld. The IDA may disapprove any request that does not comply with the terms of this Agreement or require that a revised request be submitted. After the IDA approves a request, the IDA will make a written request to the City for the distribution to the IDA of the City's appropriation of such funds. The City will process such approved request within 45 days of receipt thereof, subject to such funds being appropriated. The IDA will make any approved payments to FSL within 10 working days from the date of receipt of the funds from the City, provided, however, that the IDA has no liability in the event the City delays processing the IDA's requisition. The IDA's obligations shall be limited to those funds which the IDA shall receive from the City and shall not be a general obligation, but a special obligation of the IDA. Furthermore, no Grant requests may be made by FSL or considered by the IDA after December 1 of the end of the tenth grant year or after the payment of the maximum Grant amount to FSL, whichever occurs first.

#### **SECTION 5. PAYMENT OF IDA'S FEES.**

FSL promises and agrees it will pay all reasonable fees, costs, and expenses of the IDA in connection with this matter, including any action necessary to collect reimbursement hereunder or litigation of any type, all of which includes the reasonable fees of the IDA's counsel. Payment of such items shall not be made from any Grant funds. The IDA will submit statements to FSL for such items and FSL will pay such statements within 30 days after receipt.

#### **SECTION 6. REPORTS TO THE IDA AND CITY.**

During the term of this Agreement, FSL agrees to report to and provide the IDA and the City on a semi-annual basis, on or before June 30 and December 31 of each year, sufficient information related to FSL's compliance with the conditions of this Agreement

and to provide appropriate documentation to support such compliance. FSL also agrees to allow the City and/or its representative to inspect, audit, copy, or examine any of FSL's books, documents, or other relevant material in connection therewith upon written request by the IDA or the City. All such documents, information (including electronic data), or access shall be provided or made available within thirty (30) days of a written request from either the IDA or the City.

#### **SECTION 7. COMPLIANCE WITH LAWS.**

FSL agrees to comply with all applicable federal, state, and local laws, rules, and regulations.

#### **SECTION 8. COOPERATION.**

Each party agrees to cooperate with the other in a reasonable manner to carry out the intent and purpose of this Agreement.

#### **SECTION 9. SEVERABILITY.**

If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which will continue in full force and effect. The parties intend the remaining provisions of this Agreement be enforced to the fullest extent permitted by applicable law.

#### **SECTION 10. AUTHORITY TO SIGN.**

The persons who have executed this Agreement on behalf of the parties represent and warrant they are duly authorized to execute this Agreement on behalf of their respective entity.

#### **SECTION 11. COUNTERPART COPIES.**

This Agreement may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

#### **SECTION 12. SUCCESSORS.**

The terms, conditions, provisions and undertakings of this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

#### **SECTION 13. NONDISCRIMINATION.**

A. During the performance or term of this Agreement, FSL agrees as follows:

- i. FSL will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of FSL. FSL agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - ii. FSL in all solicitations or advertisements for employees placed by or on behalf of FSL will state FSL is an equal opportunity employer.
  - iii. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- B. FSL will include the provisions of the foregoing Section A (i, ii, and iii) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

#### **SECTION 14. ASSIGNMENT.**

FSL agrees not to assign or transfer any part of this Agreement without the prior written consent of the City and the IDA, which will not be unreasonably withheld, and any such assignment shall not relieve FSL from any of its obligations under this Agreement.

#### **SECTION 15. INDEMNITY.**

FSL agrees to indemnify and hold harmless the IDA, the City, and their officers, directors, and employees free and harmless for and from any and all claims, causes of action, damages or any liability of any type, including reasonable attorney's fees, on account of any claims by or any injury or damage to any persons or property growing out of or directly or indirectly resulting or arising in any way out of any actions, omissions, or activities of FSL or its agents, employees or representatives arising out of or connected in any way to any of the matters involved in this Agreement or any performance thereunder.

#### **SECTION 16. FORUM SELECTION AND CHOICE OF LAW.**

By virtue of entering into this Agreement, FSL agrees and submits itself to a court of competent jurisdiction in the City of Roanoke, Virginia, and further agrees this Agreement is controlled by the laws of the Commonwealth of Virginia, with the exception of Virginia's choice of law provisions which shall not apply; and all claims, disputes and other matters shall be decided only by such court according to the laws of the Commonwealth of Virginia as aforesaid.

## **SECTION 17. NONWAIVER.**

Each party agrees that any party's waiver or failure to enforce or require performance of any term or condition of this Agreement or any party's waiver of any particular breach of this Agreement by any other party extends to that instance only. Such waiver or failure is not and shall not be a waiver of any of the terms or conditions of this Agreement or a waiver of any other breaches of the Agreement by any party and does not bar the nondefaulting party from requiring the defaulting party to comply with all the terms and conditions of this Agreement and does not bar the nondefaulting party from asserting any and all rights and/or remedies it has or might have against the defaulting party under this Agreement or by law.

## **SECTION 18. CAPTIONS AND HEADINGS.**

The section captions and headings are for convenience and reference purposes and shall not affect in any way the meaning or interpretation of this Agreement.

## **SECTION 19. EASEMENTS.**

FSL promises and agrees to grant and dedicate to the City and/or the Western Virginia Water Authority all reasonably necessary easements on FSL's Property for the construction of infrastructure improvements needed for or benefiting the Project or surrounding areas, including, but not limited to, storm drainage, sanitary sewers, and/or water, all at no cost to the City and/or the Western Virginia Water Authority.

## **SECTION 20. APPROPRIATION OF FUNDS.**

All obligations or funding undertaken by the City or the IDA in connection with the Project or this Agreement are subject to the availability of funds and the appropriation of such funds by City Council as may be necessary for such obligations or funding.

## **SECTION 21. PERFORMANCE.**

If FSL fails to substantially comply with any of the obligations of this Agreement as determined by the City in its sole discretion, FSL will not be entitled to be eligible for and/or receive and/or continue to be eligible for and/or receive any such Grants or Grant funds as referred to above or in this Agreement.

## **SECTION 22. NOTICES.**

All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by a nationally recognized overnight courier, addressed as follows (or any other address the party to be notified may have designated to the sender by like notice):

If to City, to: City of Roanoke, City Manager  
364 Noel C. Taylor Municipal Building  
215 Church Avenue, SW  
Roanoke, Virginia 24011  
Fax No. 540-853-1138

With a copy to: Director of Planning, Building and  
Economic Development  
111 Franklin Plaza, Suite 200  
Roanoke, Virginia 24011  
Fax No. 540-853-1213

If to IDA to: Chair, Industrial Development Authority  
Of the City of Roanoke, Virginia  
c/o Harwell M. Darby, Jr., Esquire  
Glenn, Feldmann, Darby & Goodlatte  
210 First Street, SE  
Roanoke, VA 24011  
Fax No. 540-224-8050

With a copy to: Harwell M. Darby, Jr., Esquire  
Glenn, Feldmann, Darby & Goodlatte  
210 First Street, SE  
Roanoke, VA 24011  
Fax No. 540-224-8050

If to FSL, to: Faison-Southern Lane, LLC  
Attn: Director of Real Estate  
c/o Faison Associates  
121 West Trade Street  
Charlotte, NC 28202-5399  
Fax No. 704-972-2698

With a copy to: James F. Douthat, Esquire  
Woods Rogers PLC  
10 South Jefferson Street, Suite 1400  
Roanoke, Virginia 24011  
Fax No. 540-983-7711

Notice shall be deemed delivered upon the date of personal service, two days after deposit in the United States mail, or the day after delivery to a nationally recognized overnight courier.

**SECTION 23. FAITH BASED ORGANIZATIONS.**

Pursuant to Virginia Code Section 2.2-4343.1, be advised that the City does not discriminate against faith-based organizations.

**Section 24. FORCE MAJEURE.**

A delay in or failure of performance by any party shall not constitute a default, nor shall FSL, the City or IDA be held liable for loss or damage, or be in breach of this Agreement, if and to the extent that such delay, failure, loss, or damage is caused by an occurrence beyond the reasonable control of such party and its agents, employees, contractors, subcontractors and consultants, which results from Acts of God or the public enemy, compliance with any order of or request of any governmental authority or person authorized to act therefore, acts of declared or undeclared war, public disorders, rebellion, sabotage, revolution, earthquake, floods, riots, strikes, labor or employment difficulties, delays in transportation, inability of party to obtain necessary materials or equipment or permits due to existing or future laws, rules, or regulations of governmental authorities or any other causes, whether direct or indirect, and which by the exercise of reasonable diligence said party is unable to prevent. For purposes of this Agreement any one delay caused by any such occurrence shall not be deemed to last longer than 6 months and all delays caused by any and all such occurrences under any circumstances shall not be deemed to last longer than a total of 9 months. Any party claiming a force majeure occurrence shall give the other parties written notice of the same within 30 days after the date such claiming party learns of or reasonably should have known of such occurrence, or any such claim of force majeure shall be deemed waived. Notwithstanding anything else set forth above, after a total of 9 months of delays or failure of performance of any type have been claimed as being subject to force majeure, no further delays or claims of any type shall be claimed as being subject to force majeure and/or being an excusable delay.

**SECTION 25. ENTIRE AGREEMENT.**

This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements between the parties. No amendment to this Agreement shall be valid unless made in writing and signed by the appropriate parties.

IN WITNESS WHEREOF, the parties have executed this Performance Agreement by their authorized representatives.

ATTEST:

CITY OF ROANOKE

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Darlene L. Burcham, City Manager

(SEAL)

WITNESS:

Faison-Southern Lane, LLC

\_\_\_\_\_

Printed Name and Title

(SEAL)

WITNESS:

\_\_\_\_\_, Secretary

Approved as to Form

\_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

Appropriation and funds required for this  
Agreement are subject to future appropriation.

\_\_\_\_\_  
Director of Finance

\_\_\_\_\_  
Date                      Acct #

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

INDUSTRIAL DEVELOPMENT  
AUTHORITY OF THE CITY OF  
ROANOKE, VIRGINIA

By: \_\_\_\_\_

Dennis R. Cronk, Chair

Approved as to Execution

\_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_



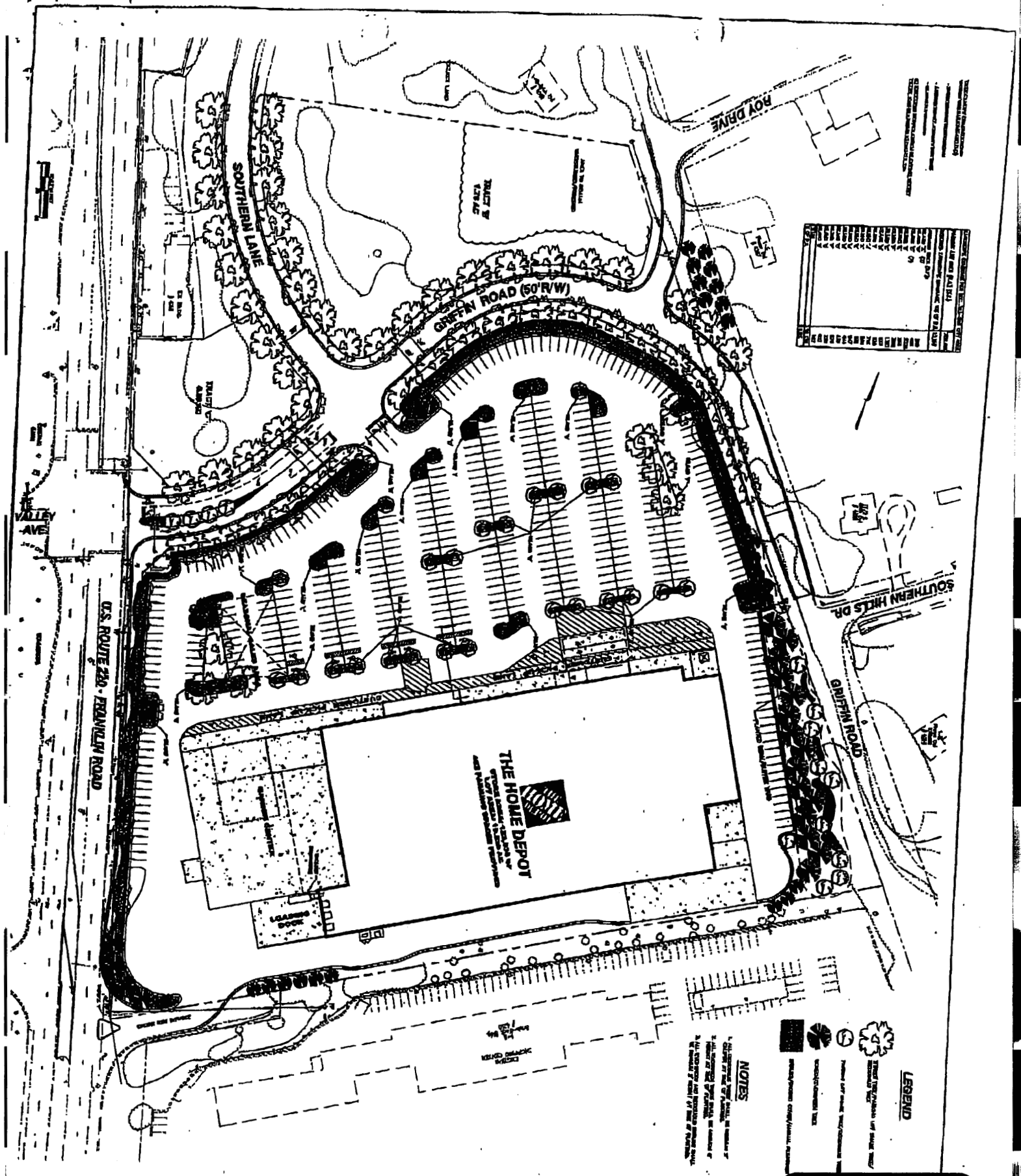


Table with 2 columns: Item, Quantity. The table lists various landscape items and their quantities.

Item	Quantity
1. 12\"	1
2. 12\"	1
3. 12\"	1
4. 12\"	1
5. 12\"	1
6. 12\"	1
7. 12\"	1
8. 12\"	1
9. 12\"	1
10. 12\"	1
11. 12\"	1
12. 12\"	1
13. 12\"	1
14. 12\"	1
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CONCEPT LANDSCAPE PLAN  
CITY OF BOONVILLE, VIRGINIA

Matthew & Company  
Landscape Architects  
1000 N. 1st St.  
Boonville, VA 22024  
Phone: 540-853-1213  
Fax: 540-853-1214  
Email: info@matthewandcompany.com  
Website: www.matthewandcompany.com

EXHIBIT  
A  
TOTAL P.02

**EXHIBIT B**  
**SITE DEVELOPMENT COST SUMMARY**

**PROJECT:** Faison - Southern Hills, LLC  
Southern Hills / Home Depot  
**LOCATION:** City of Roanoke, VA  
**BY:** Mattern & Craig

**COMM #** 2358-A  
**DATE:** 11/14/2005  
**CHKD BY:** WTA

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL
<b>I.</b>	<b>PAVEMENT / CURB / SIDEWALK:</b>				
	<b>ROAD:</b>				
	<i>Griffin Road:</i>				
	ASPHALT CONCRETE, SM-9.5 (2" @ 3768 sy)	TN	435	\$70.00	\$30,450
	ASPHALT CONCRETE BASE, BM-25.0 (3")	TN	670	\$65.00	\$43,550
	AGGREGATE BASE, TYPE I (#21-B), 10" Thick	TN	2,620	\$13.00	\$34,060
	SIDEWALK (4" thick)	S.Y.	340	\$30.00	\$10,200
	VDOT CG-6 CURB & GUTTER	L.F.	2,165	\$15.00	\$32,475
	VDOT CURB & GUTTER CG-2	L.F.	240	\$15.00	\$3,600
	GUARD RAIL w/ END SECTIONS	L.F.	650	\$50.00	\$32,500
	PAVEMENT MARKINGS	L.F.	2,900	\$1.50	\$4,350
	<i>Old Griffin Road:</i>				
	ASPHALT CONCRETE, SM-9.5 (2" @ 785 sy)	TN	90	\$70.00	\$6,300
	ASPHALT CONCRETE BASE, BM-25.0 (3")	TN	140	\$65.00	\$9,100
	AGGREGATE BASE, TYPE I (#21-B), 10" Thick	TN	540	\$13.00	\$7,020
	SIDEWALK (4" thick)	S.Y.	0	\$30.00	\$0
	VDOT CG-6 CURB & GUTTER	L.F.	651	\$15.00	\$9,765
	VDOT CURB & GUTTER CG-2	L.F.	0	\$15.00	\$0
	GUARD RAIL w/ END SECTIONS	L.F.	0	\$50.00	\$0
	PAVEMENT MARKINGS	L.F.	300	\$1.50	\$450
	DRIVEWAY APRON	EA	1	\$800.00	\$800
	<i>Southern Hills Road:</i>				
	ASPHALT CONCRETE, SM-9.5 (2" @ 1202 sy)	TN	139	\$70.00	\$9,730
	ASPHALT CONCRETE BASE, BM-25.0 (3")	TN	215	\$65.00	\$13,975
	AGGREGATE BASE, TYPE I (#21-B), 10" Thick	TN	800	\$13.00	\$10,400
	SIDEWALK (4" thick)	S.Y.	186	\$30.00	\$5,580
	VDOT CG-6 CURB & GUTTER	L.F.	690	\$15.00	\$10,350
	VDOT CURB & GUTTER CG-2	L.F.	0	\$15.00	\$0
	GUARD RAIL w/ END SECTIONS	L.F.	250	\$50.00	\$12,500
	PAVEMENT MARKINGS	L.F.	700	\$1.50	\$1,050
	<i>Roy Drive:</i>				
	ASPHALT CONCRETE, SM-9.5 (2" @ 621 sy)	TN	72	\$70.00	\$5,040
	ASPHALT CONCRETE BASE, BM-25.0 (3")	TN	0	\$65.00	\$0
	AGGREGATE BASE, TYPE I (#21-B), 8" Thick	TN	328	\$13.00	\$4,264
	SIDEWALK (4" thick)	S.Y.	0	\$30.00	\$0
	VDOT CG-6 CURB & GUTTER	L.F.	500	\$15.00	\$7,500
	VDOT CURB & GUTTER CG-2	L.F.	0	\$15.00	\$0
	GUARD RAIL w/ END SECTIONS	L.F.	0	\$50.00	\$0
	PAVEMENT MARKINGS	L.F.	400	\$1.50	\$600
	<i>Franklin Road Turn Lane:</i>				
	ASPHALT CONCRETE, SM-9.5 (2" @ 400 sy)	TN	46	\$70.00	\$3,220
	ASPHALT CONCRETE BASE, BM-25.0 (3")	TN	71	\$65.00	\$4,615
	AGGREGATE BASE, TYPE I (#21-B), 10" Thick	TN	303	\$13.00	\$3,939
	SIDEWALK (4" thick)	S.Y.	0	\$30.00	\$0
	VDOT CG-6 CURB & GUTTER	L.F.	460	\$15.00	\$6,900
	VDOT CURB & GUTTER CG-2	L.F.	0	\$15.00	\$0
	GUARD RAIL w/ END SECTIONS	L.F.	0	\$50.00	\$0
	PAVEMENT MARKINGS	L.F.	1,200	\$1.50	\$1,800
	<b>Subtotal:</b>				<b>\$326,083</b>

**EXHIBIT B**  
**SITE DEVELOPMENT COST SUMMARY**

**PROJECT:** Faison - Southern Hills, LLC  
Southern Hills / Home Depot  
**LOCATION:** City of Roanoke, VA  
**BY:** Mattern & Craig

**COMM #** 2358-A  
**DATE:** 11/14/2005  
**CHKD BY:** WTA

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL
	<b>SITE / HOME DEPOT:</b>				
	ASPHALT CONCRETE, SM-9.5 (2" @ 24,347 sy)	TN	2,800	\$70.00	\$196,000
	ASPHALT CONCRETE BASE, BM-25.0 (3")	TN	1,633	\$65.00	\$106,145
	AGGREGATE BASE, TYPE I (#21-B), 10" Thick	TN	12,000	\$13.00	\$156,000
	SIDEWALK (4" thick)	S.Y.	0	\$48.00	\$0
	VDOT CG-6 CURB & GUTTER	L.F.	2,800	\$15.00	\$42,000
	VDOT CURB & GUTTER CG-2	L.F.	2,600	\$15.00	\$39,000
	PAVEMENT MARKINGS	L.F.	10,500	\$1.50	\$15,750
	CONCRETE PAVEMENT	S.Y.	1,100	\$65.00	\$71,500
	<b>Subtotal:</b>				<b>\$626,395</b>
	<b>TOTAL PAVEMENT / CURB / SIDEWALK</b>				<b>\$952,478</b>
<b>II.</b>	<b>EARTHWORK:</b>				
	<b>ROAD:</b>				
	CLEARING & GRUBBING	AC	5	\$2,000.00	\$9,000
	STRIP TOPSOIL AND STOCKPILE ON-SITE	CY	2,500	\$3.00	\$7,500
	<i>Griffin Road:</i>				
	FILL FROM OFF-SITE BORROW	CY	18,500	\$8.50	\$157,250
	CUT TO FILL IN ROAD AREA	CY	2,000	\$3.50	\$7,000
	ROCK ALLOWANCE	CY	0	\$100.00	\$0
	UNDERCUT ALLOWANCE	CY	300	\$20.00	\$6,000
	<i>Old Griffin Road:</i>				
	FILL FROM OFF-SITE BORROW	CY	0	\$5.00	\$0
	CUT TO FILL IN SITE AREA	CY	1,765	\$3.50	\$6,178
	ROCK ALLOWANCE	CY	100	\$50.00	\$5,000
	UNDERCUT ALLOWANCE	CY	0	\$20.00	\$0
	<i>Southern Hills Drive:</i>				
	FILL FROM OFF-SITE BORROW	CY	14,500	\$8.50	\$123,250
	CUT TO FILL IN SITE AREA	CY	0	\$3.50	\$0
	ROCK ALLOWANCE	CY	0	\$100.00	\$0
	UNDERCUT ALLOWANCE	CY	200	\$20.00	\$4,000
	<i>Roy Drive:</i>				
	FILL FROM ON-SITE CUT	CY	0	\$5.00	\$0
	CUT TO FILL IN SITE AREA	CY	1,500	\$3.50	\$5,250
	ROCK ALLOWANCE	CY	120	\$100.00	\$12,000
	UNDERCUT ALLOWANCE	CY	0	\$20.00	\$0
	<b>Subtotal:</b>				<b>\$342,428</b>
	<b>SITE / HOME DEPOT:</b>				
	STRIP TOPSOIL AND STOCKPILE ON-SITE	CY	4,500	\$3.00	\$13,500
	CLEARING & GRUBBING	AC	11	\$2,000.00	\$21,000
	FILL FROM OFF-SITE BORROW	CY	30,000	\$8.50	\$255,000
	CUT TO FILL IN SITE AREA	CY	30,000	\$3.50	\$105,000
	HAUL IN FROM OFF-SITE AND PLACE	CY	0	\$3.50	\$0
	ROCK ALLOWANCE	CY	200	\$100.00	\$20,000
	UNDERCUT ALLOWANCE	CY	200	\$20.00	\$4,000
	<b>Subtotal:</b>				<b>\$418,500</b>
	<b>TOTAL EARTHWORK:</b>				<b>\$760,928</b>

**EXHIBIT B**  
**SITE DEVELOPMENT COST SUMMARY**

**PROJECT:** Faison - Southern Hills, LLC  
Southern Hills / Home Depot  
**LOCATION:** City of Roanoke, VA  
**BY:** Mattern & Craig

**COMM #** 2358-A  
**DATE:** 11/14/2005  
**CHKD BY:** WTA

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL
<b>III.</b>	<b>STORM DRAIN STRUCTURES / INLETS:</b>				
	<b>ROADWAY / PUBLIC:</b>				
	DI-3B	EA	15	\$2,600.00	\$39,000
	DI-3C	EA	2	\$2,200.00	\$4,400
	FLARED END SECTION (18")	EA	2	\$1,600.00	\$3,200
	ROCK EXCAVATION / UNDERCUT	LS	1	\$5,000.00	\$5,000
	<b>Subtotal:</b>				<b>\$ 51,600</b>
	<b>SITE / HOME DEPOT SYSTEM:</b>				
	DI-1	EA	10	\$2,200.00	\$22,000
	DI-3B	EA	3	\$2,600.00	\$7,800
	MANHOLE	EA	2	\$2,200.00	\$4,400
	HEADWALL	EA	0	\$3,200.00	\$0
	ROCK EXCAVATION / UNDERCUT	LS	1	\$2,500.00	\$2,500
	FLARED END SECTION	EA	0	\$1,600.00	\$0
	<b>Subtotal:</b>				<b>\$36,700</b>
	<b>TOTAL STORM DRAIN STRUCTURES:</b>				<b>\$88,300</b>
<b>IV.</b>	<b>STORM DRAIN PIPE:</b>				
	<b>ROAD / PUBLIC SYSTEM:</b>				
	15" RCP, Class III	L.F.	987	\$36.00	\$35,532
	18" RCP, Class III	L.F.	110	\$42.00	\$4,620
	30" RCP, Class III	L.F.	0	\$75.00	\$0
	JUNCTION STRUCTURE - A	EA	1	\$5,000.00	\$5,000
	JUNCTION STRUCTURE - B	EA	1	\$10,000.00	\$10,000
	60" ULTRA-FLO STORM PIPE	L.F.	660	\$200.00	\$132,000
	DOUBLE 6' X' 6 CONCRETE BOX CULVERT	L.F.	850	\$600.00	\$510,000
	HEADWALL FOR CONCRETE BOX CULVERTS	EA	1	\$5,500.00	\$5,500
	ROCK EXCAVATION / UNDERCUT	L.S.	1	\$5,000.00	\$5,000
	<b>Subtotal:</b>				<b>\$707,652</b>
	<b>SITE / HOME DEPOT SYSTEM:</b>				
	15" RCP, Class III	L.F.	216	\$36.00	\$7,776
	18" RCP, Class III	L.F.	301	\$42.00	\$12,642
	24" RCP, Class III	L.F.	666	\$54.00	\$35,964
	8" PVC ROOF LEADERS / DRAIN	L.F.	250	\$18.00	\$4,500
	10" PVC ROOF LEADERS / DRAIN	L.F.	600	\$24.00	\$14,400
	ROCK EXCAVATION / UNDERCUT	L.S.	1	\$2,500.00	\$2,500
	<b>Subtotal:</b>				<b>\$77,782</b>
	<b>TOTAL STORM DRAINAGE:</b>				<b>\$785,434</b>

**EXHIBIT B**  
**SITE DEVELOPMENT COST SUMMARY**

**PROJECT:** Faison - Southern Hills, LLC  
Southern Hills / Home Depot  
**LOCATION:** City of Roanoke, VA  
**BY:** Mattern & Craig

**COMM #** 2358-A  
**DATE:** 11/14/2005  
**CHKD BY:** WTA

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL
<b>V.</b>	<b>SANITARY SEWER:</b>				
	<b>ROAD / PUBLIC SYSTEM:</b>				
	MANHOLE: 6 - 8' Depth	EA	2	\$2,800.00	\$5,600
	MANHOLE: 8 - 10' Depth	EA	1	\$3,500.00	\$3,500
	MANHOLE: 10 - 12' Depth	EA	1	\$4,200.00	\$4,200
	MANHOLE: 12 - 14' Depth	EA	1	\$5,600.00	\$5,600
	MANHOLE: 14 - 16' Depth	EA	1	\$6,400.00	\$6,400
	MANHOLE: 22 - 24' Depth	EA	2	\$9,600.00	\$19,200
	12" DUCTILE IRON PIPE	L.F.	1,600	\$75.00	\$120,000
	DROP CONNECTION	V.F.	12	\$30.00	\$360
	ROCK EXCAVATION	LS	1	\$2,500.00	\$2,500
	ADJUST MANHOLE FRAME & COVER	V.F.	5	\$350.00	\$1,750
	BACKFILL / GROUT EXISTING SS LINE	LS	1	\$2,500.00	\$2,500
	<b>Subtotal:</b>				<b>\$171,610</b>
	<b>SITE / HOME DEPOT SYSTEM:</b>				
	MANHOLE 8 - 10' Depth	EA	0	\$1,600.00	\$0
	MANHOLE 12 - 14' Depth	EA	0	\$2,200.00	\$0
	8" PVC TRUSS PIPE	L.F.	0	\$38.00	\$0
	4" / 6" SERVICE LINE	L.F.	600	\$18.00	\$10,800
	CLEAN OUT	EA	8	\$250.00	\$2,000
	ADJUST MANHOLE FRAME & COVER	V.F.	0	\$350.00	\$0
	<b>Subtotal:</b>				<b>\$12,800</b>
	<b>TOTAL SANITARY SEWER:</b>				<b>\$184,410</b>
<b>VI.</b>	<b>WATERLINE:</b>				
	<b>ROAD / PUBLIC SYSTEM:</b>				
	6" FH ASSY W/ 6" GATE VALVE & LINE	EA	2	\$1,800.00	\$3,600
	12"x 12"x 4 TEE	EA	0	\$600.00	\$0
	12"x 12"x 8" TEE	EA	0	\$850.00	\$0
	12"x 12"x 12" TEE	EA	2	\$1,000.00	\$2,000
	12" GATE VALVE	EA	7	\$1,500.00	\$10,500
	12" 90 / 45 DEG. BEND	EA	10	\$400.00	\$4,000
	BLOW-OFF ASSY / AIR RELEASE VALVE	EA	1	\$600.00	\$600
	8" WATERLINE	LF	0	\$55.00	\$0
	12" WATERLINE	LF	1,900	\$75.00	\$142,500
	<b>Subtotal:</b>				<b>\$163,200</b>
	<b>HOME DEPOT SYSTEM:</b>				
	6" FH ASSY W/ 6" GATE VALVE & LINE	EA	4	\$1,800.00	\$7,200
	8"x 8"x 6" TEE	EA	1	\$600.00	\$600
	8" GATE VALVE	EA	1	\$1,200.00	\$1,200
	8" 90 DEG. BEND	EA	1	\$400.00	\$400
	12" WATERLINE	LF	200	\$75.00	\$15,000
	FIRE VAULT & FIRELINE	LS	1	\$10,500.00	\$10,500
	<b>Subtotal:</b>				<b>\$34,900</b>
	<b>TOTAL - WATERLINE:</b>				<b>\$198,100</b>
<b>VII.</b>	<b>DEMOLITION / REMOVAL:</b>				
	ROADWAY PAVEMENT	S.Y.	3,839	\$10.00	\$38,390
	POWER POLES	EA	6	\$600.00	\$3,600
	48" CULVERTS	EA	4	\$2,500.00	\$10,000
	HEADWALLS	EA	5	\$550.00	\$2,750
	<b>Subtotal:</b>				<b>\$54,740</b>

**EXHIBIT B**  
**SITE DEVELOPMENT COST SUMMARY**

**PROJECT:** Faison - Southern Hills, LLC  
Southern Hills / Home Depot  
**LOCATION:** City of Roanoke, VA  
**BY:** Mattern & Craig

**COMM #** 2358-A  
**DATE:** 11/14/2005  
**CHKD BY:** WTA

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL
<b>VIII.</b>	<b>EROSION AND SEDIMENT CONTROL:</b>				
	INLET PROTECTION	EA	40	\$300.00	\$12,000
	CONSTRUCTION ENTRANCE	EA	2	\$3,500.00	\$7,000
	SILT FENCE	L.F.	3,000	\$3.00	\$9,000
	SEDIMENT TRAP	EA	2	\$3,200.00	\$6,400
	SEDIMENT BASIN	EA	2	\$6,000.00	\$12,000
	RIP-RAP	S.F.	300	\$12.00	\$3,600
	DIVERSION	L.F.	2,000	\$4.00	\$8,000
	CULVERT INLET PROTECTION	EA	2.0	\$2,400.00	\$4,800
	TEMPORARY SEEDING	AC	10	\$500.00	\$5,000
	SLOPE PROTECTION	S.Y.	1,500	\$2.50	\$3,750
	DITCH LINING:				\$0
	-GRASS	S.Y.	1,000	\$0.50	\$500
	-RIP RAP	S.F.	200	\$12.00	\$2,400
	PERMANENT SEEDING	AC	5	\$600.00	\$3,000
	MAINTENANCE, 10%	L.S.	1	\$7,745.00	\$7,745
	<b>Subtotal:</b>				<b>\$85,195</b>
<b>IX.</b>	<b>RETAINING WALLS;</b>				
	ROAD WALL - 'A':				
	RETAINING WALL	SF	6,131	\$35.00	\$214,585
	ROAD WALL - 'B':				
	RETAINING WALL	SF	3,508	\$35.00	\$122,780
	ROAD WALL - 'C':				
	RETAINING WALL	SF	7,201	\$25.00	\$180,025
	ROAD WALL - 'D':				
	RETAINING WALL	SF	800	\$25.00	\$20,000
	<b>Subtotal:</b>				<b>\$537,390</b>
<b>X.</b>	<b>LANDSCAPING:</b>				
	<b>ROAD:</b>				
	TREES	EA	52	\$300.00	\$15,600
	SHRUBS	EA	48	\$100.00	\$4,800
	GROUND COVER	SF	3,600	\$2.00	\$7,200
	<b>Subtotal:</b>				<b>\$27,600</b>
	<b>HOME DEPOT SITE:</b>				
	TREES	EA	55	\$300.00	\$16,500
	SHRUBS	EA	220	\$100.00	\$22,000
	GROUND COVER	SF	10,000	\$2.00	\$20,000
	IRRIGATION	LS	1	\$40,000.00	\$40,000
	<b>Subtotal:</b>				<b>\$98,500</b>
	<b>TOTAL LANDSCAPING:</b>				<b>\$126,100</b>

**EXHIBIT B**  
**SITE DEVELOPMENT COST SUMMARY**

**PROJECT:** Faison - Southern Hills, LLC  
Southern Hills / Home Depot  
**LOCATION:** City of Roanoke, VA  
**BY:** Mattern & Craig

**COMM #** 2358-A  
**DATE:** 11/14/2005  
**CHKD BY:** WTA

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL
<b>XI.</b>	<b>LIGHTING:</b>				
	<b>ROAD:</b>				
	POLES W/ FIXTURE	EA	8	\$3,200.00	\$25,600
	CONDUIT	LF	2,100	\$4.00	\$8,400
	CONDUCTOR	LF	4,200	\$1.75	\$7,350
	<b>Subtotal:</b>				<b>\$41,350</b>
	<b>HOME DEPOT SITE:</b>				
	POLES W/ FIXTURE	EA	12	\$3,200.00	\$38,400
	CONDUIT	LF	2,160	\$4.00	\$8,640
	CONDUCTOR	LF	4,320	\$1.75	\$7,560
	<b>Subtotal:</b>				<b>\$54,600</b>
	<b>TOTAL LIGHTING:</b>				<b>\$95,950</b>
<b>XII.</b>	<b>MISCELLANEOUS:</b>				
	NEIGHBORHOOD SIGN	LS	1	\$5,500.00	\$5,500
	FLOODPLAIN REVISION & CLOMR	LS	1	\$15,000.00	\$15,000
	ENVIRONMENTAL ISSUES / MITIGATION	LS	1	\$100,000.00	\$100,000
	TEMPORARY UTILITIES	LS	1	\$10,000.00	\$10,000
	POWERLINE / POLE RELOCATION (AEP)	LS	1	\$170,000.00	\$170,000
	TRAFFIC SIGNAL MODIFICATIONS	LS	1	\$25,000.00	\$25,000
	STORM WATER DETENTION (WATER QUALITY)	LS	1	\$150,000.00	\$150,000
	TRAFFIC SIGNAGE - ROAD	LS	1	\$1,500.00	\$1,500
	TEMPORARY TRAFFIC CONTROL FOR ROAD	LS	1	\$30,000.00	\$30,000
	<b>Subtotal:</b>				<b>\$507,000</b>
<b>XIII</b>	<b>DEVELOPER EXPENSES</b>				
	LEGAL FEES	LS	1	\$35,000.00	\$35,000
	ENGINEERING FEES	LS	1	\$100,000.00	\$100,000
	DEVELOPER FEE	LS	1	\$175,000.00	\$175,000
	PERMITS FEES	LS	1	\$3,750.00	\$3,750
	AVAILABILITY / TAP FEES	LS	1	\$38,100.00	\$38,100
	<b>Subtotal:</b>				<b>\$351,850</b>
	<b>GRAND TOTAL</b>				<b>\$4,727,875</b>

**EXHIBIT C**  
**EXTRAORDINARY SITE DEVELOPMENT COST**

**PROJECT:** Faison - Southern Hills, LLC  
Southern Hills / Home Depot  
**LOCATION:** City of Roanoke, VA  
**BY:** Mattern & Craig

**COMM #** 2358-A  
**DATE:** 11/14/2005  
**CHKD BY:** WTA

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL
I.	<b>PAVEMENT / CURB / SIDEWALK:</b>				
	<b>ROAD:</b>				
	<i>Griffin Road:</i>				
	ASPHALT CONCRETE, SM-9.5 (2" @ 3768 sy)	TN	435	\$70.00	\$30,450
	ASPHALT CONCRETE BASE, BM-25.0 (3")	TN	670	\$65.00	\$43,550
	AGGREGATE BASE, TYPE I (#21-B), 10" Thick	TN	2,620	\$13.00	\$34,060
	SIDEWALK (4" thick)	S.Y.	340	\$30.00	\$10,200
	VDOT CG-6 CURB & GUTTER	L.F.	2,165	\$15.00	\$32,475
	VDOT CURB & GUTTER CG-2	L.F.	240	\$15.00	\$3,600
	GUARD RAIL w/ END SECTIONS	L.F.	650	\$50.00	\$32,500
	PAVEMENT MARKINGS	L.F.	2,900	\$1.50	\$4,350
	<i>Old Griffin Road:</i>				
	ASPHALT CONCRETE, SM-9.5 (2" @ 785 sy)	TN	90	\$70.00	\$6,300
	ASPHALT CONCRETE BASE, BM-25.0 (3")	TN	140	\$65.00	\$9,100
	AGGREGATE BASE, TYPE I (#21-B), 10" Thick	TN	540	\$13.00	\$7,020
	SIDEWALK (4" thick)	S.Y.		\$30.00	
	VDOT CG-6 CURB & GUTTER	L.F.	651	\$15.00	\$9,765
	VDOT CURB & GUTTER CG-2	L.F.		\$15.00	
	GUARD RAIL w/ END SECTIONS	L.F.		\$50.00	
	PAVEMENT MARKINGS	L.F.	300	\$1.50	\$450
	DRIVEWAY APRON	EA	1	\$800.00	\$800
	<i>Southern Hills Road:</i>				
	ASPHALT CONCRETE, SM-9.5 (2" @ 1202 sy)	TN	139	\$70.00	\$9,730
	ASPHALT CONCRETE BASE, BM-25.0 (3")	TN	215	\$65.00	\$13,975
	AGGREGATE BASE, TYPE I (#21-B), 10" Thick	TN	800	\$13.00	\$10,400
	SIDEWALK (4" thick)	S.Y.	186	\$30.00	\$5,580
	VDOT CG-6 CURB & GUTTER	L.F.	690	\$15.00	\$10,350
	VDOT CURB & GUTTER CG-2	L.F.		\$15.00	
	GUARD RAIL w/ END SECTIONS	L.F.	250	\$50.00	\$12,500
	PAVEMENT MARKINGS	L.F.	700	\$1.50	\$1,050
	<i>Roy Drive:</i>				
	ASPHALT CONCRETE, SM-9.5 (2" @ 621 sy)	TN	72	\$70.00	\$5,040
	ASPHALT CONCRETE BASE, BM-25.0 (3")	TN		\$65.00	
	AGGREGATE BASE, TYPE I (#21-B), 8" Thick	TN	328	\$13.00	\$4,264
	SIDEWALK (4" thick)	S.Y.		\$30.00	
	VDOT CG-6 CURB & GUTTER	L.F.	500	\$15.00	\$7,500
	VDOT CURB & GUTTER CG-2	L.F.		\$15.00	
	GUARD RAIL w/ END SECTIONS	L.F.		\$50.00	
	PAVEMENT MARKINGS	L.F.	400	\$1.50	\$600
	<i>Franklin Road Turn Lane:</i>				
	ASPHALT CONCRETE, SM-9.5 (2" @ 400 sy)	TN	46	\$70.00	\$3,220
	ASPHALT CONCRETE BASE, BM-25.0 (3")	TN	71	\$65.00	\$4,615
	AGGREGATE BASE, TYPE I (#21-B), 10" Thick	TN	303	\$13.00	\$3,939
	SIDEWALK (4" thick)	S.Y.		\$30.00	
	VDOT CG-6 CURB & GUTTER	L.F.	460	\$15.00	\$6,900
	VDOT CURB & GUTTER CG-2	L.F.		\$15.00	
	GUARD RAIL w/ END SECTIONS	L.F.		\$50.00	
	PAVEMENT MARKINGS	L.F.	1,200	\$1.50	\$1,800
	<b>TOTAL PAVEMENT / CURB / SIDEWALK</b>				<b>\$326,083</b>



**EXHIBIT C**  
**EXTRAORDINARY SITE DEVELOPMENT COST**

<b>PROJECT:</b>	Faison - Southern Hills, LLC	<b>COMM #</b>	2358-A
	Southern Hills / Home Depot		
<b>LOCATION:</b>	City of Roanoke, VA	<b>DATE:</b>	11/14/2005
<b>BY:</b>	Mattern & Craig	<b>CHKD BY:</b>	WTA

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL
<b>II.</b>	<b>EARTHWORK:</b>				
	<b>ROAD:</b>				
	CLEARING & GRUBBING	AC	5	\$2,000.00	\$9,000
	STRIP TOPSOIL AND STOCKPILE ON-SITE	CY	2,500	\$3.00	\$7,500
	<i>Griffin Road:</i>				
	FILL FROM OFF-SITE BORROW	CY	18,500	\$8.50	\$157,250
	CUT TO FILL IN ROAD AREA	CY	2,000	\$3.50	\$7,000
	ROCK ALLOWANCE	CY		\$100.00	
	UNDERCUT ALLOWANCE	CY	300	\$20.00	\$6,000
	<i>Old Griffin Road:</i>				
	FILL FROM OFF-SITE BORROW	CY		\$5.00	
	CUT TO FILL IN SITE AREA	CY	1,765	\$3.50	\$6,178
	ROCK ALLOWANCE	CY	100	\$50.00	\$5,000
	UNDERCUT ALLOWANCE	CY		\$20.00	
	<i>Southern Hills Drive:</i>				
	FILL FROM OFF-SITE BORROW	CY	14,500	\$8.50	\$123,250
	CUT TO FILL IN SITE AREA	CY		\$3.50	
	ROCK ALLOWANCE	CY		\$100.00	
	UNDERCUT ALLOWANCE	CY	200	\$20.00	\$4,000
	<i>Roy Drive:</i>				
	FILL FROM ON-SITE CUT	CY		\$5.00	
	CUT TO FILL IN SITE AREA	CY	1,500	\$3.50	\$5,250
	ROCK ALLOWANCE	CY	120	\$100.00	\$12,000
	UNDERCUT ALLOWANCE	CY		\$20.00	
	<b>TOTAL EARTHWORK:</b>				<b>\$342,428</b>
<b>III.</b>	<b>STORM DRAIN STRUCTURES / INLETS:</b>				
	<b>ROADWAY / PUBLIC:</b>				
	DI-3B	EA	15	\$2,600.00	\$39,000
	DI-3C	EA	2	\$2,200.00	\$4,400
	FLARED END SECTION (18")	EA	2	\$1,600.00	\$3,200
	ROCK EXCAVATION / UNDERCUT	LS	1	\$5,000.00	\$5,000
	<b>TOTAL STORM DRAIN STRUCTURES:</b>				<b>\$51,600</b>
<b>IV.</b>	<b>STORM DRAIN PIPE:</b>				
	<b>ROAD / PUBLIC SYSTEM:</b>				
	15" RCP, Class III	L.F.	987	\$36.00	\$35,532
	18" RCP, Class III	L.F.	110	\$42.00	\$4,620
	30" RCP, Class III	L.F.		\$75.00	
	JUNCTION STRUCTURE - A	EA	1	\$5,000.00	\$5,000
	JUNCTION STRUCTURE - B	EA	1	\$10,000.00	\$10,000
	60" ULTRA-FLO STORM PIPE	L.F.	660	\$200.00	\$132,000
	DOUBLE	L.F.	850	\$600.00	\$510,000
	HEADWALL FOR CONCRETE BOX CULVERTS	EA	1	\$5,500.00	\$5,500
	ROCK EXCAVATION / UNDERCUT	L.S.	1	\$5,000.00	\$5,000
	<b>TOTAL STORM DRAINAGE:</b>				<b>\$707,652</b>

COMM #	2358-A
DATE:	11/14/2005
CHKD BY:	WTA

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**Attachment to Exhibit - C**  
**Extraordinary Development Cost**  
**Home Depot, South Roanoke, Virginia**  
**November 23, 2005**

1. **Purpose:**

- a. The purpose of this document is to demonstrate and/or provide additional justification for consideration of certain items as extraordinary development cost items.

2. **Items:**

- a. Roadway and Site Retaining Walls

- i. **Wall A**

- (1) Located along the western edge of Southern Hills Drive, the north propertyline of the outparcel, and the right-of-way of Franklin Road and Griffin Road - this wall is required to permit the reconstruction of Southern Hills Drive and Griffin Road to the grade and alignment as presented.
    - (2) Key factors are: (1) the grade at the intersection Southern Hills Drive and Griffin Road was raised 6' - 8' in order to meet minimum grade requirements (12.5%) requested by the Planning Commission, and (2) without the wall it would be necessary to extend the box culvert an additional 300' and fill in Ore Branch Tributary.
    - (3) Since this wall is the gateway to the development, the developer is proposing the following aesthetic enhancements to this wall; (1) Select material for the wall facing ("Country Manor" stone by Keystone), (2) Pilaster to break the face vertically, decorative fencing along the top, and extensive landscaping along the wall face.
    - (4) Benefits to the public include providing Planning Commission approved grades on Southern Hills Drive and Griffin Road, and preservation of portions of existing Ore Branch Tributary.
    - (5) Total Anticipated Cost = \$214,585.
    - (6) We are requesting that 50% of this cost be considered as extraordinary cost. Requested consideration = \$107,293.

- ii. **Wall B**

- (1) Located along Franklin and Griffin Road and the project site at the main entrance.
    - (2) The wall is required to construct Griffin Road to the alignment and grade presented and to permit the Home Depot site to respond to the grades along Franklin Road (12' vertical rise).

**Extraordinary Development Cost**  
**Home Depot, South Roanoke, Virginia**  
**November 23, 2005**  
**Page 2 of 3**

- (3) Since this wall is the gateway to the development, the developer is proposing the following aesthetic enhancements to this wall; (1) Select material for the wall facing ("Country Manor" stone by Keystone), (2) Pilaster to break the face vertically, decorative fencing along the top, and extensive landscaping along the wall face.
  - (4) Benefits to the public include providing Planning Commission approved grades on Griffin Road, aesthetic upgrades of the wall face, and increased screening of Home Depot building.
  - (5) Total Anticipated Cost = \$122,780. Due to the extensive aesthetic enhancements proposed, we are requesting that 50% of this cost be considered as extraordinary cost. Requested consideration = \$35,080.
- b. Stormwater Management & Water Quality Enhancements
  - i. The project proposes to implement stormwater management (detention) that meets or exceeds the City requirements. In addition, the project proposed to implement water quality enhancement measures currently not required by City Code.
  - ii. Special conditions of the project site include: (1) stormwater runoff from Hunting Hills and Pheasant Ridge run through the project site, and (2) stormwater runoff from Southern Hills neighborhood runs through the site. This stormwater must be accommodate on this site and "passed through." the site stormwater system.
  - iii. Detention for the Home Depot site will be provided through an underground detention system. A surface detention pond will not be constructed. This will improve appearance of the site and minimize or eliminate issues related to surface ponds (e.g. stagnant water, fencing, security and safety).

**Extraordinary Development Cost**  
**Home Depot, South Roanoke, Virginia**  
**November 23, 2005**  
**Page 3 of 3**

- iv. Water Quality enhancements will be provided through the use of Sand Filters conforming to Minimum Standard 3.12 of the *Virginia Stormwater Management Handbook, First Edition, 1999*. The sand filters consist of three components:
  - (1) Grit & Oil Chamber - will allow grease and oil and hydrocarbons to “float” within the chamber and separate from the main flow while grit and other non-floatable solids settle to the bottom of the chamber. The chamber uses two separation walls and a series of orifices and weirs to control the flow.
  - (2) Sand Filter Chamber - the sand filter chamber is a dual media filter which uses clean sand (ASTM C-33 Concrete Sand) and washed gravel (½" to 2") to filter the stormwater runoff via a slow gravity filtering method. The sand chamber is underlaid with perforated HDPE pipe and is wrapped in filter fabric.
  - (3) Clear Well - the clear well provides an inspection and sampling point for the filtered discharge and provides an access point to clean and maintain the system.
- v. Total Anticipated Cost = \$150,000. We are requesting that 50% of this cost be considered as Exceptional Cost. Requested consideration = \$75,000.